

IN THE SUPREME COURT OF INDIA  
CIVIL ORIGINAL JURISDICTION

I.A. NO. 79412 OF 2019  
IN/AND  
TRANSFER PETITION (C) NO. 660 OF 2019

AAKANSHA SINGH @NEHA

Petitioner(s)

VERSUS

VIVEK KUMAR SINGH

Respondent(s)

O R D E R

Both the parties are present-in-person in Court.

The petitioner-wife has filed this petition under Section 25 of the Code of Civil Procedure seeking transfer of Divorce Petition bearing No.A/1500/18 titled "*Vivek Kumar Singh Vs. Aakansha Singh @ Neha*" from the Family Court, Nagpur, Maharashtra to the competent jurisdiction at Bhopal.

Notice of the Transfer Petition was issued vide order dated 04.04.2019.

A joint application on behalf of the parties is filed seeking divorce by mutual consent on terms and conditions stipulated in the settlement agreement dated 09.05.2019; and for waiver of statutory period under Article 142 of the Constitution of India. The settlement agreement reads as under:

**“SETTLEMENT AGREEMENT**

- Party No.1**        :-        **AAKANSHA SINGH @ NEHA**  
D/o Dr Radhey Shyam Singh  
w/o Vivek Kumar Singh  
Aged around 30 years  
R/o HIG-28, A-Sector, Ayodhya Nagar,  
Bhopal 462041
- Party No.2**        :-        **VIVEK KUMAR SINGH**  
S/o Ram Pyare Singh  
Aged around 32 years  
Occupation Service  
R/o Quarter No C-45,Coal Estate Civil Lines,  
Nagpur-440001, Maharashtra

THIS AGREEMENT made at Delhi on this 09/05/2019 between Aakansha Singh @ Neha and Vivek Kumar Singh

WHEREAS the party No.1 is living separately from party No. 2, due to differences and dispute arisen between them;  
and

AND WHEREAS they want to live separate apart from each other and intent to live separate at all times hereafter.

NOW THIS AGREEMENT WITNESSETH THAT:

1. The marriage between Aakansha Singh @ Neha and Vivek Kumar Singh was solemnized as per Hindu rites and customs on 19.05.2015 at Bhopal, Madhya Pradesh. Both the parties resided together as Husband and Wife.
2. That due to irretrievable disputes and differences had arisen between the parties despite all efforts were unable to resolve their differences.
3. That the Respondent/Husband filed Divorce Petition A/1500/2018 under Section 13 of the Hindu Marriage Act, a before the Family Court, Nagpur seeking dissolution of the marriage.
4. That the Petitioner/wife filed the Transfer Petition (C) No 660/2019 before the Hon’ble Supreme Court of India seeking transfer of the Divorce Petition A/1500/2018 under Section 13 of the Hindu Marriage Act before the Family Court, Nagpur to the Court of Competent Jurisdiction at Bhopal, Madhya Pradesh.
5. The Transfer Petition came up for hearing before the Hon’ble Supreme Court and vide its order dated 04.04.2019, the Hon’ble Supreme Court was pleased to

- issue notice and stayed the proceedings of the Divorce Petition.
6. In the course of settlement meeting between the family members of both the parties, it became clear that it will be impossible for the Parties to reconcile their differences and that the only feasible course for Aakansha Singh @ Neha and Vivek Kumar Singh is to dissolve their marriage and part ways amicably, by providing for a mutual agreed sum to Aakansha Singh @ Neha in lieu of maintenance, residence and permanent alimony, in full and final settlement of all claims. Aakansha Singh @ Neha and Vivek Kumar Singh both hereto confirm and declare that they have voluntarily and of their own free will have decided not to live together as husband and wife and have arrived at this settlement in the presence of the family members and their respective counsels.
  7. That following cases are pending between the parties :
    - (i) Divorce Petition A/1500/2018 under Section 13 of the Hindu Marriage Act, a before the Family Court, Nagpur seeking dissolution of marriage filed by the Respondent/husband.
    - (ii) Part no.1 lodged an FIR No. 25/2019 at PS Mahila Thana dated 03.02.2019 under Section 498A & 34 of IPC & Under Section 3 & 4 of the Dowry Prohibition Act.
    - (iii) Petitioner filed a complaint under section 12, 18, 19, 21 & 23 of the Protection of Women from Domestic Violence Act, 2005 against the respondent & other family members being {case no} before the Ld Judicial Magistrate First Class, Bhopal.
  8. That the parties with mutual consent, voluntarily and on their free Will have arrived at a settlement to put an end to their all differences pending between them amicably according to the following terms and conditions :-
    - a) As a full and final settlement to all present and future legal claims of maintenance and alimony etc. of the first party, it is mutually agreed that the second party shall pay a total sum of **Rs.25,00,000/- (Rupees twenty five lakhs only)**. That the half (50%) of the said amount i.e. **Rs12,50,000/- (Rupees Twelve Lakh fifty thousand only)** shall be handed over at the time of execution of the present Settlement Agreement through *demand draft/RTGS* and the balance 50% i.e. **Rs12,50,000/- (Rupees Twelve Lakh fifty thousand only)** shall be handed over by way of another *demand draft* by the Second Party/husband to the first party/wife before the Hon'ble Supreme Court of India at the time of the hearing of the matter.
    - b) The parties herein have agreed to make a joint prayer to the Hon'ble Supreme Court of India to dispose of the transfer petition and all other proceedings filed by both the parties and pending, as mentioned in the aforementioned para, or otherwise, in view of and in terms of the present settlement, to invoke Article 142 of the Constitution of India in exercise of its jurisdiction by granting decree of divorce by mutual consent to do complete justice in the matter and ;
      - i. to treat the Divorce Petition A/1500/2018 under Section 13 of the Hindu Marriage Act, before the Family Court, Nagpur, as a petition

under section 13 (B) of the Hindu marriage Act and pass a decree of divorce with mutual consent between the parties.

- ii. *to withdraw to itself and dismiss the following cases filed by the parties against each other*
  - i. Divorce Petition A/1500/2018 under Section 13 of the Hindu Marriage Act, before the Family Court, Nagpur seeking dissolution of marriage filed by the husband.
  - ii. To quash the FIR No. 25/2019 at PS Mahila Thana, Bhopal, M.P. dated 03.02.2019 under Section 498A & 34 of IPC & under Section 3 & 4 of the Dowry Prohibition Act filled by the wife.
  - iii. To quash the complaint under section 12, 18, 19, 21 & 23 of the Protection of Women from Domestic Violence Act, 2005 against the respondent & other family members being {case no.MJC/408/2019} before the Ld Judicial Magistrate First Class, Bhopal, M.P.

9. That if for any reason, the order as prayed for, is not granted by the Hon'ble Supreme Court, the parties undertake to withdraw all the cases and complaints as mentioned above within four weeks from the date of appropriate orders are passed by the Hon'ble Supreme Court incorporating the terms of the present settlement. That in terms of Settlement Agreement dated 09.05.2019, it is agreed that the as a full and final settlement to all present and future legal claims of maintenance and alimony etc. of the first party, it was mutually agreed that the second party shall pay a total sum of Rs. 25,00,000/= (Rupees Twenty five lacs Only). That the half (50%) of the said amount 25,00,000/= i.e. .Rs. 12,50,000/= has already been handed over/transferred by the Second party/husband in the account of the first party/wife through RTGS vide receipt no/Cheque No. 000632 dated 8.05.2019 at the time of execution of the present Settlement Agreement dated 09.05.2019. The balance 50% i.e.Rs.12,50,000/= of the aforesaid settled amount shall be handed over by second party/husband through demand draft to the first party/wife before the Hon'ble Supreme Court of India at the time of the hearing of the matter or in case it is directed by Hon'ble Supreme Court to go before the competent court of law, then the said 50% amount shall be paid by the second party/ husband to first party/ wife before the competent court of law at the time of presenting application under Section 13B of Hindu Marriage Act.

10. That none of the parties shall take any coercive action against each other before or after the withdrawal of the aforementioned cases.

11. The party of the first part shall not have any rights/claims in the movable or immovable properties of the second party and his family members and party of the second part shall not have any rights/claims in the movable or immovable properties with the first party and her family members and they or any of them shall not raise any such issue/claim in future.

12. That all the parties in the settlement undertake that henceforth they shall not file any proceedings, civil and/or criminal; or file any complaint or case against each other and/or against the family members, relatives of either parties with regard to their matrimonial alliance and the parties undertake to withdraw every complaint or case pending so far against each other as also against their respective family members and relatives.
13. That after signing the present Settlement Agreement, the parties state that they have no other or further claim or demand against each other and the differences have been amicably settled by the parties in presence of their family members and respective counsels through the process of Mediation.
14. That the parties shall also make a joint prayer that the present agreement be made a part of the orders passed by the Hon'ble Supreme Court of India.
15. That the parties undertake before the Hon'ble Supreme Court of India that they shall abide by all the terms and conditions set out in this agreement which have been arrived at without any coercion, duress or collusion and undertake not to raise any dispute whatsoever henceforth and in case any party fails to abide by the terms and conditions mentioned hereinabove, other party may initiate contempt proceedings before the Hon'ble Supreme Court of India.
16. That the present Settlement Agreement / Consent terms has been In front of two witnesses and on requisite and proper stamp paper in two copies the original of each will be kept by both the parties.
17. Attached with this agreement two Indian Non Judicial stamp (e-stamp) dated 9.5.2019 of Rs 500/- each bearing certificate no IN-DL85366430301374R & IN- DL85367271467178R

<b><u>Party No.1</u></b>	<b>:-</b>	<b>AAKANSHA SINGH @ NEHA</b>	
<b><u>Party No.2</u></b>	<b>:-</b>	<b>VIVEK KUMAR SINGH</b>	

<b><u>Witness No.1</u></b>			
<b><u>Witness No.2</u></b>			

**Advocate for Petitioner**

**Advocate for Respondent**

Having regard to above, we are satisfied that the settlement entered into between the parties on 09.05.2019 deserves to be accepted and so also the prayer jointly made by the parties in their application for decree of divorce in exercise of our powers under Article 142 of the Constitution of India.

As a result of consent terms/settlement agreement filed alongwith this application, all proceedings between the parties are disposed of on the terms and conditions stated in the consent terms/settlement agreement dated 09.05.2019. The same is taken on record.

Accordingly, Divorce Petition bearing No.A/1500/2018 pending before the Family Court, Nagpur shall stand withdrawn to this Court and disposed of under Section 13-B of the Hindu Marriage Act. In the peculiar facts of the present case we invoke powers under Article 142 of the Constitution of India and grant a decree of divorce by mutual consent to both the parties. Their undertakings given in the settlement agreement dated 09.05.2019 are accepted.

Accordingly, the marriage between the petitioner and the respondent is dissolved by mutual consent. Consequently, FIR No.25/2019 lodged at PS Mahila Thana, Bhopal, M.P. dated 03.02.2019 under Sections 498A & 34 of IPC and under Sections 3 & 4 of the Dowry Prohibition Act and Case No.MJC/408/2019

pending before the Judicial Magistrate First Class, Bhopal, M.P. under Sections 12, 18, 19, 21 & 23 of the Protection of Women from Domestic Violence Act, 2005 shall stand quashed.

Resultantly, application No.79412 of 2019 is allowed and the Transfer Petition is disposed of in the aforementioned terms.

The parties shall abide by the assurances given in the consent terms/settlement agreement, without any exception.

Pending applications, if any, stand disposed of.

.....J  
(A.M. KHANWILKAR)

.....J  
(DINESH MAHESHWARI)

New Delhi  
July 23, 2019

ITEM NO.20

COURT NO.9

SECTION XVI-A

S U P R E M E C O U R T O F I N D I A  
R E C O R D O F P R O C E E D I N G S

Transfer Petition(s)(Civil) No(s). 660/2019

AAKANSHA SINGH @NEHA

Petitioner(s)

VERSUS

VIVEK KUMAR SINGH

Respondent(s)

(IA No. 79412/2019 - PASSING APPROPRIATE ORDER OR DECREE UNDER  
ARTICLE 142 OF THE CONSTITUTION  
IA No. 52064/2019 - STAY APPLICATION)

Date : 23-07-2019 These matters were called on for hearing today.

CORAM :

HON'BLE MR. JUSTICE A.M. KHANWILKAR  
HON'BLE MR. JUSTICE DINESH MAHESHWARI

For Petitioner(s)

Mr. Harish Mehta, Adv.  
Mr. Sarad Kr. Singhanian, Adv.  
Ms. Rashmi Singhanian, AOR

For Respondent(s)

Mr. Bharat Singh, Adv.  
Mr. Vaibhishja Mehra, Adv.  
Mr. Abjit P., Adv.  
Mr. Amit Pawan, AOR

UPON hearing the counsel the Court made the following  
O R D E R

The application No. 79412 of 2019 is allowed and the Transfer  
Petition is disposed of in terms of the signed order.

Pending applications, if any, stand disposed of.

(DEEPAK SINGH)  
COURT MASTER (SH)

(VIDYA NEGI)  
COURT MASTER (NSH)

[Signed order is placed on the file]